

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																					
NATURE OF CONVEYANCE:	SECURITY INTEREST																					
CONVEYING PARTY DATA																						
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>Neurotherm, Inc.</td> <td></td> <td>02/02/2011</td> <td>CORPORATION: DELAWARE</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	Neurotherm, Inc.		02/02/2011	CORPORATION: DELAWARE														
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<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>Madison Capital Funding LLC, as Agent</td> </tr> <tr> <td>Street Address:</td> <td>30 South Wacker, Suite 3700</td> </tr> <tr> <td>City:</td> <td>Chicago</td> </tr> <tr> <td>State/Country:</td> <td>ILLINOIS</td> </tr> <tr> <td>Postal Code:</td> <td>60606</td> </tr> <tr> <td>Entity Type:</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </table>	Name:	Madison Capital Funding LLC, as Agent	Street Address:	30 South Wacker, Suite 3700	City:	Chicago	State/Country:	ILLINOIS	Postal Code:	60606	Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE										
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PROPERTY NUMBERS Total: 6																						
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CORRESPONDENCE DATA																						
<p>Fax Number: (312)577-4565 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 312-577-8265</p> <p>Email: kristin.brozovic@kattenlaw.com</p> <p>Correspondent Name: Kristin Brozovic c/o Katten Muchin</p> <p>Address Line 1: 525 W Monroe Street</p> <p>Address Line 4: Chicago, ILLINOIS 60661</p>																						
ATTORNEY DOCKET NUMBER:	214338-41																					

CH \$165.00 3276322

900183026

TRADEMARK
REEL: 004466 FRAME: 0621

NAME OF SUBMITTER:	Kristin Brozovic
Signature:	/Kristin Brozovic/
Date:	02/03/2011
<p>Total Attachments: 10</p> <p>source=Trademark Security Agreement#page1.tif</p> <p>source=Trademark Security Agreement#page2.tif</p> <p>source=Trademark Security Agreement#page3.tif</p> <p>source=Trademark Security Agreement#page4.tif</p> <p>source=Trademark Security Agreement#page5.tif</p> <p>source=Trademark Security Agreement#page6.tif</p> <p>source=Trademark Security Agreement#page7.tif</p> <p>source=Trademark Security Agreement#page8.tif</p> <p>source=Trademark Security Agreement#page9.tif</p> <p>source=Trademark Security Agreement#page10.tif</p>	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of this 2nd day of February, 2011 by NEUROTHERM, INC., a Delaware corporation (“**Grantor**”), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as Agent for the Lenders (as defined in the Credit Agreement referenced below) (in such capacity, “**Grantee**”):

W I T N E S S E T H

WHEREAS, Grantor, as Borrower, the financial institutions party thereto from time to time as Lenders and Grantee have entered into a certain Credit Agreement dated as of February 2, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Grantee and Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Grantor (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement of even date herewith among Grantee, Grantor and certain Affiliates of Grantor (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), Grantor has granted to Grantee, for its benefit and the benefit of Lenders, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including registrations and applications therefore), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Guarantee and Collateral Agreement. The Credit Agreement and Guarantee and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter created, acquired or arising:

- (i) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark;
- and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of each such Trademark, or (b) injury to the goodwill associated with each such Trademark.

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided that upon such filing and acceptance, such intent-to-use applications shall be included in the Trademark Collateral and automatically subject to the security interest granted herein.

4. Governing Law. This Agreement is made under and governed by the laws of the State of Illinois applicable to contracts made and to be performed entirely within such State, without regard to conflicts of laws principles.

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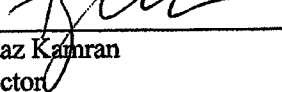
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

NEUROTHERM, INC.,
a Delaware corporation

By: John A. Studdard Jr.
Name: John A. Studdard, Jr.
Title: Vice President, Secretary
and Treasurer

Agreed and Accepted
As of the Date First Written Above:

MADISON CAPITAL FUNDING LLC,
as Agent

By: 
Name: Faraaz Kamran
Title: Director

Trademark Security Agreement

Schedule A

Trademark Registrations and Applications

Grantor	Trademark	Country	App. No.	Reg. No.	Reg. Date
NeuroTherm, Inc.	ACUTHERM	Australia	1017430	1017430	<u>25-Aug-04</u> <u>(Seller</u> <u>listed Reg.</u> <u>Date as</u> <u>8/25/2005)</u>
NeuroTherm, Inc.	ACUTHERM	Canada	122808100	TMA 646,081	18-Aug-05
NeuroTherm, Inc.	ACUTHERM (note- deleted duplicate)	European Union	3995404	3995404	7-Dec-05

Grantor	Trademark	Country	App. No.	Reg. No.	Reg. Date
NeuroTherm, Inc.	ACUTHERM	Japan	2004-078439	485294	1-Apr-05
NeuroTherm, Inc.	ACUTHERM	United States of America	78472707	3276322	7-Aug-07
NeuroTherm, Inc.	ELECTROTHERMAL	United States of America	75741835	2411541	5-Dec-00
NeuroTherm, Inc.	ELECTROTHERMAL 80S	European Union	008853822	<u>not yet issued</u>	27-Jul-10
NeuroTherm, Inc.	ELECTROTHERMAL 80S	South Korea	<u>40-2010-0006355</u>	pending	
NeuroTherm, Inc.	ELECTROTHERMAL 80S	South Africa	2010/02165	pending	
NeuroTherm, Inc.	ELECTROTHERMAL 80S	China (Peoples Republic)	<u>Database lists App. No. as 8047832, but Seller listed it as TM-2218-CN-NF</u>	pending	

Grantor	Trademark	Country	App. No.	Reg. No.	Reg. Date
NeuroTherm, Inc.	IDET	Canada	102892100	TMA58937 6	10-Sep-03
NeuroTherm, Inc.	IDET	China (Peoples Republic)	1535432	1535432	7-Mar-01
NeuroTherm, Inc.	IDET	Japan	<u>Database lists App. No. as 1999082668, but Seller listed it as H11-082668</u>	4417533	14-Sep-00
NeuroTherm, Inc.	IDET	European Union	1308386	1308386	12-Dec-01
NeuroTherm, Inc.	IDET	South Korea	40-2001- 0000524	400530992 0000	26-Sep-02
NeuroTherm, Inc.	IDET	Taiwan	TM-0793- 11311-TW- NF	943236	1-Jun-01
NeuroTherm, Inc.	NEUROTHERM	International Registration (designated in Italy, Japan, Germany, France, Austria, and Benelux and refused in Spain - see	742565	742565	30-Aug-00

Grantor	Trademark	Country	App. No.	Reg. No.	Reg. Date
		below)			
NeuroTherm, Inc.		Italy	742565	742565	30-Aug-00
NeuroTherm, Inc.		Japan	742565	742565	30-Aug-00
NeuroTherm, Inc.		Germany	742565	742565	30-Aug-00
NeuroTherm, Inc.		France	742565	742565	30-Aug-00
NeuroTherm, Inc.		Austria	742565	742565	30-Aug-00
NeuroTherm, Inc.		Benelux	742565	742565	30-Aug-00
NeuroTherm, Inc.	NEUROTHERM	United States of America	76063816	2575296	4-Jun-02

Grantor	Trademark	Country	App. No.	Reg. No.	Reg. Date
NeuroTherm, Inc.	NEUROTHERM	United Kingdom	2170180	2170180	4-Dec-98
NeuroTherm, Inc.	PODIATHERM & Design	United States of America	77097480	3603059	7-Apr-09
NeuroTherm, Inc.	RDG MEDICAL RDG rdgmedical	United Kingdom	2197013	2197013	29-Oct-99
NeuroTherm, Inc.	SPINECATH	Canada	100953300	TMA56055 6	23-Apr-02
NeuroTherm, Inc.	SPINECATH	China (Peoples Republic)	1442265	1442265	7-Sep-00
NeuroTherm, Inc.	SPINECATH	European Union	1114693	1114693	25-Jul-00
NeuroTherm, Inc.	SPINECATH	South Korea	40-2001- 0000525	400530993 0000	<u>Database shows Reg. Date is 26-Sep-02 but Seller listed Reg. Date as 7/26/2002</u>

Grantor	Trademark	Country	App. No.	Reg. No.	Reg. Date
NeuroTherm, Inc.	SPINECATH	United States of America	75558713	2398791	24-Oct-00
NeuroTherm, Inc.	SPINECATH	Taiwan	TM1635-11299-TW-NF	871685	15-Oct-99
NeuroTherm, Inc.	StimJect	European Union	5838297	5838297	25-Feb-08
NeuroTherm, Inc.	STIMJECT	United States of America	77177283	3608100	21-Apr-09
NeuroTherm, Inc.	SPINECATH	Japan	1999024625	4383724	19-May-00

* Company is working on recording corrective assignments to NeuroTherm, Inc. with the respective foreign jurisdictions.

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